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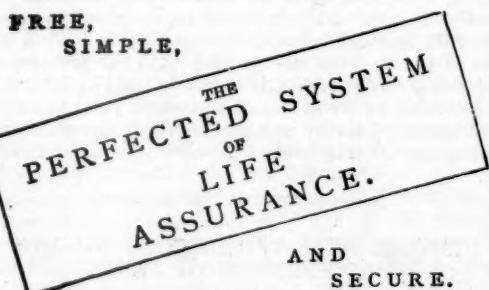
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The Solicitors' Journal and Reporter.

LONDON, SEPTEMBER 12, 1891.

CURRENT TOPICS.

IT IS CURIOUS to observe how regular is the output of the Legislature, whether the Parliamentary session be long or short, whether public attention be absorbed or not in partisan debates or purely political measures. The Queen's printers have now issued all the statutes of the year, which amount in number to seventy-six, the last of all being the Public Health (London) Act, which is both a consolidating and an amending statute. Last year the total number was seventy-two; in 1889 it was seventy-six; in 1888 it was only sixty-six, though that included the Local Government Act; in 1887 it was seventy-three. But mere number is, of course, not the sole test of legislative activity. As compared with 1890, there is no statute so long as the Lunacy Act, no codifying statute such as the Partnership Act, and only one Statute Law Revision Act instead of two. In fact, the legislation of the past session is, for the most part, of a commonplace character, and not particularly interesting to the practical lawyer. The Tithe Act is, no doubt, of first-class importance; but Parliament has shewn an exceptional desire to prevent solicitors being consulted in its administration. Whether this desire will be fulfilled remains to be seen. Both the Stamp Duties Management Act and the Stamp Act are almost entirely consolidating statutes, the few changes introduced being little more than modifications of the present practice at Somerset House. It is, however, a great advantage to lawyers to have the whole series of stamp duties, including all those recently imposed by Mr. Goschen, brought together in a single schedule.

WE CONFESS THAT we have not discovered this year, so far as our study has as yet gone, such curiosities of parliamentary drafting as we commented upon last autumn. A new source, however, of confusion has come under our notice, to which it may be as well to call attention. This is the inclusion of general provisions in statutes which, both by their title and by the greater part of their contents, are confined to special subjects. An example is the Ranges Act, 1891 (54 & 55 Vict. c. 55), of which the full title is "An Act to Facilitate the Acquisition of Ranges by Volunteer Corps and others." As implied by its title, the main object of this statute is to confer upon volunteer corps the powers of acquiring land for rifle practice, &c., by compulsory purchase, and of borrowing money for that purpose; they already possess the power of acquiring land by agreement, under the Volunteer Act, 1863. But when the statute is examined, it will be found that its application is immensely wider than could have been presumed from its title. By section 1 a volunteer corps is empowered to purchase land "for military purposes"; and by section 15 "military purposes" are defined to include not only accommodation for the storing of arms and for drill, but also "any other purpose connected with military matters approved by the Secretary of State." But this is by no means all. By section 11, when land is acquired under the Defence Act, 1842, or "for military purposes" under any Act with which the Lands Clauses Acts are incorporated, then the authority acquiring the land is empowered to require that the compensation be settled by arbitration, and not by a jury; and section 4 of the Barracks Act, 1890—which authorized only

arbitration when both parties agree—is repealed. And, further, by section 12, an entirely new power is conferred upon the Secretary of State to enter upon lands along the coast and fix alignment marks wherever he deems it necessary for the purpose of coast defence operations. Who would look for such provisions in a statute entitled simply "The Ranges Act, 1891"?

WE HAVE SEVERAL times commented in these columns on the anomaly that an alleged lunatic cannot directly bring the question of insanity before a jury unless there is a petition for an inquisition. In the very recent case of Mrs. CATHCART a petition for an inquisition had been presented, and, therefore, she could exercise her statutory right (Lunacy Act, 1890, s. 90) of demanding a jury, who found her sane. Apparently Mrs. CATHCART's case has encouraged other persons detained as lunatics to make attempts to regain their liberty, notwithstanding the medical testimony of their insanity. On Wednesday last an application was made before the vacation judge, on behalf of an alleged lunatic, for payment to the alleged lunatic of a fund in court carried to the credit of the lunatic and his incumbrancers, and also for directions as to the lunatic's release. This was clearly irregular, and Mr. Justice COLLINS refused to make any order, but he suggested that the proper course would be to apply for a *habeas corpus*. If any application be made for a *habeas corpus*, there will still be some difficulty in bringing the issue before a jury. In one case where a husband applied for a *habeas corpus* directed to his wife's friends for her production, and it was alleged on their behalf that he had decoyed her away and married her while incapable of understanding the marriage contract, the court ultimately directed a feigned return to the writ that the lady was not the wife of the applicant, to afford him the opportunity of traversing it and obtaining the verdict of a jury on the question of sanity (see *R. v. Kelly*, cited *ap. Shelf on Lunacy*, p. 515, and *Pope on Lunacy*, p. 344). The real way out of the difficulty is, as we have pointed out on previous occasions when the question has arisen, for the Legislature to give every person detained as a lunatic the right of demanding a jury, instead of confining the right to alleged lunatics against whom a petition for an inquisition has been presented.

THE DECISION of the Court of Appeal in *Low v. Bouverie* (*ante*, p. 558) has doubtless caused no little difficulty to solicitors who wish to combine safety for the trustees, their clients, with a due regard to the interests of the *cestuis que trust*; and in the interesting and exhaustive paper read at the Plymouth meeting, which we have already printed (*ante*, p. 725), Mr. ELLETT offers some useful advice as to the course to be adopted. It must now be taken as settled that, although *Derry v. Peek* (38 W. R. 33, 14 App. Cas. 337) is in general a sufficient protection to persons who in good faith make an erroneous statement, yet a trustee may find himself liable for any consequent loss on the ground of estoppel. The distinction of course is, that the action is not brought against him to recover damages, but to recover the trust fund, which, on his own shewing, he ought to have intact. And while, on the one hand, by answering inquiries as to incumbrances, he incurs this very serious liability, he is informed by LINDLEY, L.J., on the other that he is under no duty to answer at all. This *dictum*, as we have already pointed out, seems to be opposed both to authority and to the hitherto accepted opinion of the profession; and it was illustrated by a somewhat unsatisfactory reference to the squandering of reversionary interests by the *cestuis que trust*. Equitable reversionary interests are a common form of property, and grave inconvenience would arise if ordinary legitimate dealings with them were to be interfered with. But this seems to be by no means necessary. The right of a trustee to refuse information may, on occasion, be a very useful one; and, if not unduly exercised against *cestuis que trust*, the decision in *Low v. Bouverie* will have conferred a benefit in establishing it. On the other hand, the liability of trustees who do answer is no greater now than it has always been, and if proper precautions are taken the risk is very slight. The purchaser of the reversionary interest has no right to look upon the trustee as an insurer of the trust fund. He is aware that if notice of a prior incumbrance has

been received it will, under ordinary circumstances, be found with the papers relating to the trust, and therefore he should be satisfied with an assurance that no such notice is to be found amongst them. If the trustee goes further, positive statements that no notice, or none but a specified notice, has been received should, as Mr. ELLETT says, be avoided, and, at the outside, he should only say that he has no recollection of any. By the use of guarded statements of this kind dealings with reversionary interests will not be materially interfered with, and no appreciable risk will be incurred by trustees, while, at the same time, they have the option of refusing to answer inquiries altogether should such a course appear desirable.

IN THE CASE of *Eichbaum v. The City of Chicago Grain Elevators (Limited)* (*ante*, p. 695) STIRLING, J., affirmed the right of a company to re-arrange its capital by accepting surrenders of its own shares. The authority for such a course is *Teasdale's case* (22 W. R. 286, 9 Ch. 54), where JAMES, L.J., said generally that there was no doubt that a company might give itself power to purchase its own shares, to take surrenders of shares, and to cancel the certificates of shares. In *Hope v. International Financial Society* (25 W. R. 203, 4 Ch. D. 327) the same judge admitted that in thus speaking of the power to purchase shares he had probably gone too far; and, of course, it was decided by *Trevor v. Whitworth* (36 W. R. 145, 12 App. Cas. 409) that the company cannot confer such a power on itself by its articles. But in that case the purchase of shares was expressly distinguished from a forfeiture or surrender. The forfeiture of shares, as Lord HERSCHELL pointed out, is distinctly recognized by the Companies Act, while surrenders might either be perfectly legitimate, or might be only purchases of shares in disguise. As was said by JESSEL, M.R., in *Re Dronfield Silkstone Coal Co.* (29 W. R. 768, 17 Ch. D. 76), it is difficult to say what are the limits of surrender which are allowed by the Act, and each case, as it arises, has to be decided on its own merits. In the present instance the capital of the company was fully paid up, and was divided into ordinary shares of £10 each. Under the memorandum of association the company had power to issue preference shares upon such terms as it should, by special resolution, determine. Moreover, under the articles of association it might, by special resolution, increase its capital by the issue of new shares. The proposal with which the court was asked to interfere was to create a number of preference shares, and to give the directors power to allot these to the shareholders as fully paid up upon the surrender of an equivalent amount of ordinary shares. In holding that this arrangement was permissible, STIRLING, J., relied upon its similarity to the arrangement in *Teasdale's case*, and did not, therefore, specifically apply the test whether the surrenders could be in any sense deemed to be purchases of shares. On the ground that the preference shares would create special rights, it might be said indeed that there was something in the nature of a purchase; but as no money or the equivalent of money was paid by the company, there was no purchase such as was held to be *ultra vires* in *Trevor v. Whitworth*.

#### DISPOSSESSION AND DISCONTINUANCE OF POSSESSION OF LAND.

##### III.

FROM what has been already said, it appears that there can be no discontinuance within the meaning of the statute until possession has been taken by a stranger, and consequently it is not in general necessary to distinguish between the two cases of abandonment and dispossession. Thus in *Smith v. Stocks* (17 W. R. 1135) a gravel pit had been allotted by inclosure commissioners to the surveyor of highways. From the year 1837 the surveyors ceased to take gravel from the pit and procured it elsewhere. The pit was then filled up and taken into cultivation by the owners of the adjoining land. This was done partly in 1837 and partly in 1839. It was held that there had been an actual possession of the gravel pit by the adjoining owners, and that the title of the surveyors was extinguished. Here, therefore, it was immaterial to consider whether there had been an

abandonment or not. Time only ran from the date of the new possession; and, if there had been no abandonment by the surveyors, there had, at any rate, been a dispossessing of them.

Inasmuch as abandonment depends on intention, direct evidence of it is in general not to be procured, though it may be inferred from the cessation of acts of user, where under the circumstances such acts might be expected. At the same time mere non-user is not sufficient. "If a man does not use his land, either by himself or by some person claiming through him, he does not necessarily discontinue possession of it" (*per Cockburn, C.J.*, in *Leigh v. Jack*, 28 W. R. 452, 5 Ex. D. 264); and, of course, as was said by *BRAMWELL, L.J.*, in the same case, the smallest act would be sufficient to shew that there had been no discontinuance. It was held, however, to be established in *Doe d. Corbyn v. Bramston* (3 A. & E. 63). There a *feme sole*, who was seized in fee of land, married, and subsequently she and her husband left the land and went to reside at a distance from it. They never returned, and no act of ownership was ever afterwards done by them. The precise time at which they left the land was not shewn, but it was clearly more than forty years before the commencement of the action which was brought by the heir-at-law of the wife against the person in possession. This period, accordingly, was held to be an absolute bar under section 17 of 3 & 4 Will. 4, c. 27. It is to be noticed that stress was laid upon the abandonment, and nothing was said about the date of the commencement of the new possession. The departure of the former possessors to a distance, without appearing to have received any rent or made any demand, was the strongest evidence, so it was said, of their intending to abandon at once all occupation and all claim of ownership. The decision was prior to that in *M'Donnell v. M'Kinty* (*suprd*), or else it would have been necessary to reckon the time, not from the date of the abandonment, which was thus held to be established, but from the date of the new possession, with the result, as above pointed out, that it would have been immaterial whether there had been an abandonment or not.

It may perhaps be suggested that sufficient distinction has not been made between cases of abandonment proper and cases where possession is being retained, not by any actual physical control, but, in the language of the civil law, *animo* alone. In the former cases there seems to be no reason why the discontinuance should not be complete at the moment of abandonment, and from such moment time would run, as in *Corbyn v. Bramston* (*suprd*). In the latter cases, on the other hand, the possession continues until interrupted by the actual possession of another; but then there is dispossessing, and not discontinuance, and both *M'Donnell v. M'Kinty* (*suprd*) and *Smith v. Lloyd* (*suprd*) seem to be examples of this. As we have already remarked, however, the construction of the statute is now well settled; and the rule that in discontinuance, as well as in dispossessing, time runs from the date of the new possession, seems to place the two cases on the same footing. If there is any difference it probably lies in the fact that in cases of discontinuance, as the probability of opposition on the part of the old possessor would be diminished, slighter evidence might be sufficient to establish the existence and extent of the new possession.

It has been already remarked (*ante*, p. 716) that, under the first clause of section 3 of 3 & 4 Will. 4, c. 27, the receipt of a rent-charge, or of the profits of land, is treated differently from the possession of land. The event corresponding to dispossessing or discontinuance of possession of land is the discontinuance of receipt of the rent-charge or profits, and such discontinuance takes place when the rent-charge or profits have become due and have not been paid or handed over. But this does not give the date when time begins to run. According to the terms of the statute time runs from the last receipt of the rent-charge or profits; and, although the effect is to reduce the period of limitation from twelve to eleven years, the plain construction is not on this ground to be departed from: *Owen v. De Beauvoir* (16 M. & W. 547). There must, however, be a discontinuance of receipt, and there is equally a discontinuance whether the rent-charge and profits are paid to another claimant or are simply withheld by the person whose duty it is to pay or hand them over. Hence in the case just cited a quit rent was held to be extinguished by the statute in favour of the owner of the lands out of which it had formerly issued. In this respect a rent-charge differs from a rent

reserved on a lease for years, since the title to the latter is lost only by the actual payment of the rent to a stranger: *Archbold v. Scully* (9 H. L. C. 360), and, moreover, rent of this latter kind is not included in the expression "profits of the land." It is clear, says *Lord St. LEONARDS* (*Real Property Statutes*, p. 47), "that the expression 'in receipt of the profits of any land,' is used in the Act, in conjunction with the words in possession of the land, to denote, not the receipt of rent from a tenant, but the receipt of the actual proceeds of the land; and they were no doubt introduced to prevent any question arising where the owner, although he received the proceeds, did not actually occupy the land." Indeed the relation of landlord and tenant is dealt with on the assumption that the landlord has only a future interest in the land, and it is not governed by the enactment now under consideration.

It is the general policy of the statutes that a claimant shall not be allowed to resist their operation on the ground that he was not aware that his rights were being infringed. In other words, mere delay on his part in asserting his rights is a bar, although this may not be due to his negligence or default: *Rains v. Buxton* (28 W. R. 954, 14 Ch. D. 53). But the principle seems to have been departed from in *Adnam v. Earl of Sandwich* (2 Q. B. D. 485), where the owner of a rent-charge who had, in fact, discontinued the receipt of it was by special circumstances kept from knowing this. Lands which were subject to a fee-farm rent were, in 1812, sold by the then owner to the plaintiff's predecessor in title. From 1812 to 1872 the vendor and his successors in title continued to pay the rent, notwithstanding the fact that they had ceased to have any interest in the lands. At the same time the persons who during that period received the rent were ignorant of the conveyance of 1812. In 1872 the successor of the vendor refused to continue the payment of the rent, and the defendant, as the owner thereof, demanded it from the plaintiff, and on her refusal distrained on the land for the arrears. This raised the question whether there had been a discontinuance of receipt of the rent so as to attract the operation of the statute, and it was held that there had not. *FIELD, J.*, in delivering the judgment of *MELLOR, J.*, and himself, pointed out that to constitute a discontinuance there must be either a failure on the part of the owner of the rent to apply for payment or an omission to enforce his remedies with knowledge that the payment had not been made. But no hint of this is contained in the statute, and delay is only excused where it is due to concealed fraud. In the case in question there had been a discontinuance of receipt of any rent *issuing out of the land*, and the land had been enjoyed free from the rent for more than the statutory period. Hence it was immaterial that the owner of the rent had not been guilty of any neglect or default. It is, of course, different where rent which is charged upon the whole of certain lands has for upwards of twelve years been paid out of part only. Here there has been no discontinuance, and the owner of the rent does not lose his claim against the rest of the lands: *Warren v. Bateman* (Fl. & K. 448), *Archbishop of Dublin v. Coote* (12 Ir. Eq. R. 251).

#### A READING OF THE NEW STATUTES.

##### Custody of Children Act, 1891 (54 Vict. c. 3).

The Legislature has been busy recently with the law as to the custody of children. Apart from previous statutes, such as the Infants' Custody Act, 1873 (36 Vict. c. 12), the Act with the "short" title, the Prevention of Cruelty to and Protection of Children Act, 1889 (52 & 53 Vict. c. 44), authorizes the court, under certain circumstances, to order a child to be taken out of the custody of its parent, and now the present Act deals with the case where the parent is making an application to obtain possession of the child. The statutes, moreover, have to be read in connection with the existing jurisdiction of the High Court, whether in matters of *habeas corpus* or in matters which would formerly have fallen within the jurisdiction of the Court of Chancery. With regard to the existing jurisdiction a certain misconception seems to have arisen as to the effect of section 25, subsection (10), of the Judicature Act, 1873, which provides that in questions relating to the custody and education of infants the rules of equity are to prevail. It has been supposed that this extends the jurisdiction of the Queen's Bench Division upon *habeas corpus* so as admit generally of the application of Chancery practice as to the

*custody of infants: Re Goldsworthy* (2 Q. B. D. 75), *Re Ethel Brown* (13 Q. B. D., at p. 617). But this seems to be erroneous. Writs of *habeas corpus* were formerly issued by the Court of Chancery, and on such occasions the Chancery judges were guided by exactly the same considerations as at common law: *Lyons v. Blenkin* (Jac. 254 n.). Consequently, as was pointed out by BRETT, M.R., in *Re Agar-Ellis* (24 Ch. D., at p. 327), the Judicature Act introduced no alteration in the rules to be observed upon an application for a *habeas corpus*. It is to be noticed, however, that, in proceedings taken by a father to obtain the custody of his child, the common law courts exercised a wider discretion than where an attempt was made to take the child away from him. In this latter case it seems to be doubtful whether they had any authority whatever to interfere with the legal right of the father. If, however, the father is the applicant, then the courts will not assist him to enforce his legal rights where there is apprehension of cruelty, or of contamination in consequence of his immorality or gross profligacy, or where he wishes to have the child for an unlawful purpose: *Rex v. Greenhill* (4 A. & E. 624), *Reg. v. Clarke* (7 E. & B. 186), *Re Andrews* (L. R. 8 Q. B. 153). Hence it is obvious that there is already a pretty wide jurisdiction to refuse an application made by a father, and it will, moreover, be refused where the child is of an age to elect for himself whether to return to the father or not. This age is fourteen for boys and sixteen for girls: *Re Agar-Ellis* (24 Ch. D., at p. 331), *Reg. v. Howes* (3 E. & B. 332).

Such, apart from the special Chancery jurisdiction over wards of court, being the existing law, section 1 of the present Act provides that "where the parent of a child applies to the High Court or the Court of Session for a writ or order for the production of the child, and the court is of opinion that the parent has abandoned or deserted the child, or that he has otherwise so conducted himself that the court should refuse to enforce his right to the custody of the child, the court may in its discretion decline to issue the writ or make the order." This seems clearly to contemplate proceedings by *habeas corpus*; and although no definition is given of the term "child," it follows from what has been said above that the Act is not wanted where the child is over fourteen or sixteen, according as it is a boy or girl. The main question, however, is the construction to be put upon the general words "otherwise so conducted himself," &c.; and, as these seem to be intended to extend the existing jurisdiction upon *habeas corpus*, it will be convenient to compare them with the jurisdiction exercised in Chancery over wards of court. This matter, therefore, and the provisions of the Act as to ordering the parent to repay the costs of the child's maintenance, and as to the religious education of the child, we shall consider next week.

## CASES OF THE WEEK.

### Before the Vacation Judge.

DAW v. HERRING—9th September.

PRACTICE—EX PARTE INJUNCTION—APPLICATION OF DEFENDANT—R. S. C., L. 6.

This was an application *ex parte* on the part of the defendant in an action to restrain the plaintiff from carrying on business on his own account pending the sale of the goodwill. On the case coming on Henn Collins, J., referred to R. S. C., ord. 50, r. 6, which is as follows:—"An application for an order under section 25, sub-section 8, of the principal Act, or under rules 2 or 3 of this order, may be made to the court or a judge by any party. If the application be by the plaintiff for an order under the said sub-section 8, it may be made either *ex parte* or with notice, and if for an order under rules 2 or 3 of this order, it may be made after notice to the defendant at any time after the issue of the writ of summons, and if it be by any other party, then on notice to the plaintiff, and at any time after appearance by the party making the application." Under the above rule

HENN COLLINS, J., said he thought the defendant could not apply for an *ex parte* injunction, and that no order could be made on the present motion, but only leave could be given to serve notice of motion for Wednesday next.—COUNSEL, Laurence. SOLICITORS, Arber & Lewis.

Re GIRLING (DECEASED), SYMONDS v. GIRLING—9th September.

APPOINTMENT OF RECEIVER—VACATION BUSINESS—INSOLVENCY OF CO-EXECUTOR.

This was an application on behalf of beneficiaries under a will for the appointment of a receiver. An originating summons had been taken out and adjourned into court which asked for the determination of certain points in the construction of the will, a receiver, and administration so far as necessary. There were two executors, one of whom supported the application for a receiver. It was urged in support of the application that there was a difference between the executors, and that the executor against whom the appointment of a receiver was applied for was practically insolvent; that part of the testator's estate consisted of a farm, and that the executor had declined to pay cheques, in consequence of which the harvest could not be got in; further, that the executor objected to pay money to

the joint account of the executors at the bank; that he had offered a composition, which had not been accepted by his creditors. On the other side it was stated that the executor was not in fact insolvent, and, even if he had been, the case would not have been one for the interference of the court. The practice of the court in appointing a receiver in such a case depended upon circumstances. If the executor were a sole executor there might be a ground for interfering, but that was not the case on the present application.

HENN COLLINS, J., refused the application, with costs, the rest of the summons to stand over till the next sittings.—COUNSEL, Bristow; Peckin; Marten, Q.C., and Peterson. SOLICITORS, Stuart & Tull; Frederick E. A. Cavell; A. W. Mills.

Re THE MATABELELAND CO. (LIM.)—9th September.

### COMPANY—REDUCTION OF CAPITAL.

The above-named company was registered with a capital of £60,000, divided into 60,000 shares of £1 each. In March, 1890, the capital was increased to £120,000 by the creation of 60,000 new £1 shares. The whole of the original capital had been issued and fully paid up. £20,000 of the new capital had been issued, 10s. paid, and there had been a call of 5s. a share. This was a petition to reduce the capital to £78,000, divided into 120,000 shares of 12s. 6d. each, to be effected by returning 7s. 6d. on all the shares issued.

HENN COLLINS, J., made the order for reduction, omitting the words "and reduced."—COUNSEL, Marten, Q.C., and Jenkins. SOLICITORS, Saunders, Hawsford, & Bennett.

## LAW SOCIETIES.

### INCORPORATED LAW SOCIETY.

THE ORIGIN OF RIGHTS OF COMMON: A PLEA FOR THE REPEAL OF THE STATUTE OF MERTON.

(Continued from p. 745.)

In the case of Berkhamstead Common (*Smith v. Earl Brownlow*, L. R. 9 Eq. 241), where complicated questions as to the area of five manors and an honour arose, and it was attempted to shew that at one time all the manors formed one, but was not proved, it was conclusively established that a large body of persons from all the manors enjoyed indiscriminately and in common the whole waste, whether in one manor or another, and that the rights were very extensive. The judgment declared the existence of rights of common of pasture for all sorts of cattle, as well commonable as others, heybote, woodbote, and a right to cut so much furze, gorse, fern, and underwood as might be required for fodder and litter for cattle, and for fuel and other purposes of agriculture and husbandry necessary for the beneficial and profitable enjoyment and use of the tenements of the commoners. A declaration wider in its terms it is almost impossible to conceive, and the judgment in the Banstead case followed it almost verbatim. In a case in Anglesea which I investigated I found there was no manor; that all the farmers round a large waste had for a century or more resorted to the waste for anything they chose to take. The Crown and the Bishop of Bangor fought over the ownership of the waste, but, apparently finding it hopeless to arrive at any satisfactory result, divided it equally between them. Turning to the cases of forests, we find still greater inconsistencies with the manorial theory. Ashdown Forest (*De la Warr v. Miles*, 19 Ch. D. 80)—a fragment of the great forest of Anderida (the Andreds Wald), which covered large parts of Kent, Sussex, Surrey, and Hampshire, comprising the lovely district since known as the Weald—forms, with other commons in the district (if my view is correct), portions of this vast wild waste which have come down to us unclaimed or uncultivated; and we ought to find evidence of that indiscriminate user in which I suggest is found the true origin of rights of common. The facts are that the forest—that is, the ancient royal forest of Ashdown—comprising originally 14,000 acres, lay in the midst of a multitude of manors and parishes, the owners of land within which enjoy large rights of common upon the wastes altogether irrespective of manor or parish boundaries. In 1520 these rights were claimed and presented at a forest court; and, stated shortly, they are the following:—All windfall and rotten wood; two loads of birch wood or alder; pasture for cattle and colts; pannage for swine; "frith and tenate"—i.e., stakes and binders for hedges; marl for mending the land; heath for thatching; loam to daub walls; stone to underpin houses; fern to mend the land—i.e., after being used as litter; wainbote and ploughbote. There are also documents extant having reference to such rights in the 14th century. In Epping Forest (*Commissioners of Woods v. Glasse*, L. R. 19 Eq. 134) the soil of the wastes is vested in the lords of the various manors surrounding the wastes; but the rights of common have been held to be exercisable by all the owners of land within the ambit of the forest, which extended beyond the limits of the manors. In the case of the Malvern Hills, again, the wastes, as at Epping, are considered to be vested in the lords of the manors surrounding the former; but the rights are indiscriminately exercised by the inhabitants of thirteen parishes lying around the hills. The old documents, which I have seen—and many of them are ancient legal proceedings—distinctly shew that from all time the rights of common exercised by persons inhabiting the thirteen parishes have been of the most extensive character. Every kind of beast (including sheep, which are not, according to the forest laws, commonable in a forest) have been depastured there; and the woods have been resorted to, according to a document of 1589, for "housebote, cartbote, ploughbote, fyreboot, hedgebote, and gatebote," without regard to the forest officers. On

the joint account of the executors at the bank; that he had offered a composition, which had not been accepted by his creditors. On the other side it was stated that the executor was not in fact insolvent, and, even if he had been, the case would not have been one for the interference of the court. The practice of the court in appointing a receiver in such a case depended upon circumstances. If the executor were a sole executor there might be a ground for interfering, but that was not the case on the present application.

November 12, 1600, the Court of Chancery made the following order at a date when technical pleading was at its height:—"Forasmuch as it [the court] is now informed that the commoning in the said chase concerneth ten thousand poor people, and that the not having and enjoying thereof may turn to them utter overthrow and undoing, therefore it is ordered that the said inhabitants and commoners there shall be at libertie to take and receive such reasonable common within the chase as they have been accustomed and of right they ought to have." Is not this a victory of facts over law? Dartmoor perhaps is the most interesting of all the forests from the point of view I have attempted to illustrate, and of special interest here in Plymouth. Dartmoor is a vast tract of uninclosed, uncultivated, unreclaimed land, containing 130,000 acres lying in numerous parishes and so-called manors; and we know from extant documents (*Publications of Dartmoor Preservation Association*) that it was so in the time of King John (1204). The title is unbroken from that date to the present, it having always been in the hands of the Crown or the Prince of Wales, and there is internal evidence that it had always been in the Crown before John. We have in this case most singular evidence of the soundness of my theory. At the present day the rights enjoyed are the fullest that are known to the law. In 1608 a presentment was made at the Duchy of Cornwall Court setting out the rights of the commoners. In 1531 the Duchy officials, whose natural desire as owners of the forest would be to minimize the commoners' rights, report to the king that the commoners' rights are to have "all that may do them good, except green oak and venison." In 1388 inquiries were held as to the rights of pasture, and the findings shew that the right was absolutely unconnected with any manorial custom. In 1382, on another inquisition, it was found that the commoners living around should have common with their beasts, and should have coals, turf, heath, furze, and stones for their own use. "They have so used the premises from time whereof memory is not." In 1296 returns shew that there were 5,000 head of cattle, 487 horses, and 131 folds of sheep on the moor. The Hundred Rolls of about 1275 contain presentments of the commoners' complaints that the Crown officials attempted extortion. Now these rights are not confined to the owners of property in manors or, indeed, parishes. I will not go into details; but it will be sufficient to say that the documents shew that from all time the forest proper has been used by a class of commoners living in contact with the moor, and that a wide fringe of the waste, locally called the Commons of Devon, has been used by anybody from any part of the county of Devon. In 1204 the lands round Dartmoor afforested by Stephen, Henry II., Richard I., and John were disafforested. "Know ye," runs the charter, "that we have disafforested all Devon . . . up to the metes of the ancient regards of Dartmoor and Exmoor, as these regards were in the time of King Henry I. . . . We will also and do grant that the men of Devon shall have the customs within the regard of those moors as they were accustomed to have in the time of the aforesaid King Henry." Now, although this disafforestation was carried out before the *Charta de Foresta* (1217) (Statutes at large), there can be scarcely a doubt that the spirit of the *Charta* actuated the Crown officials of 1204, or, conversely, that the *Charta de Foresta* only expresses what the Crown officials were compelled to do in cases where disafforestation took place earlier than the grant of the charter. In the first clause of the *Charta de Foresta* (9 Henry III.) a saving is introduced of "the common of herbage and of other things in the same forest to them which before were accustomed to have the same." The New Forest, with its 60,000 acres of waste lying in twenty-one vills or parishes, is no exception to the rule, for the owners and occupiers of lands in eighty-one manors outside the forest enjoy equally extensive rights of common as do the commoners in the other forests I have mentioned. Now we all know the fable of the creation of the New Forest by destroying towns, villages, churches, and wasting the land, which, being accepted by Blackstone, puts him into this dilemma. On the one hand you have a ruthless autocrat destroying at his free will for the sake of his pleasure, and on the other the sweet-tempered monarch gratuitously giving compensation for the damage which the pursuit of his pleasure caused. In my view both are absurd and illogical. If the common rights had been given as a solatium on the imposition of the forest laws (*Manwood's Forest Laws*, 1717), why the saving on disafforestation? Is not the answer that, as the commoners were strong enough to maintain their rights on the imposition of the laws, so they were strong enough to prevent a juggling on the removal of the laws? An attempt is made by some of the *Ordinances Forestae* to prevent persons whose lands were put out of the forest from exercising their rights, with the result that we find such rights being exercised down to the present day. "It doth not appear," says *Manwood (Forest Laws, 1717)*, "either by histories or records when the old forests in England were made, and as ancient are the forest laws." *Manwood* also tells us that these forest laws permit practically the exercise of every species of right of common in the forest, though, of course, he carefully hedges the user about with the legal doctrines of the law. But the fact remains that, reading history and law together as laid down by him, there is no manorial origin to the rights in the forests. There is no justification for the legal theory, and surely the law admits it in permitting the most palpable evasion of its principle. If I were to plead that "all the inhabitants of the villages of Ivybridge and Tavistock were entitled to take all that might do them good from Dartmoor" my action would fail; but the court would recognize as a good claim, that all the owners of land in those villages were entitled to certain defined rights, however wide, upon Dartmoor, and, if necessary, would presume a charitable trust to put such claim upon a sound basis. The history of commons may be said to cover the whole period during which anything is known of Britain, and that period may be subdivided into the following:—(1) The tribal period (Briton and Roman), during which permanent settlements were formed and boundaries between properties began to be recognized. (2) A period

comprising four centuries of conjectural transformation of the tunas, vills, and hams into manors and parishes, and afforestation of certain districts (Saxon and Danish, 660 to 1066), followed by (3) Two centuries of Norman rule, during which the feudal system was established and the modern legal theories were propounded, which, whether correct or not in their conception, secured to the commoners their ancient rights. (4) We then have five centuries of documentary evidence from which to cull the state of affairs in existence during that period and upon which to found theories as to the first three periods, and (5) The remaining period of modern documents and oral evidence to confirm and explain the documents of the preceding 500 years. Do we not find in the times when Tacitus describes the wealth of the Teutonic tribes as consisting of their herds of cattle turned into the forests, and Caesar tells (*De Bello Gallico*, lib. vi., cap. xxiii.) how those among the tribes who could drive others out of the surrounding forest had the greatest respect, in the times when Britons here and Celts in Ireland were wandering through dense forests, the birthplace and cradle of those rights which are exercisable in their full strength to-day? Is it too much to assume that, as the tribes became settled in the ownership of land, whether in Von Maurer's free village community or in Seeböhm's village community in serfdom, the whole of the land was not brought into strict ownership, and that the pasture of livestock and the fuel of the house was taken from the surrounding wastes, just as seemed best to the individual—from a waste without an owner other than a nominal ownership by virtue of conquest in the Roman Empire or subsequent Saxon or Danish hero; and that as time went on and the manor, as we know it, became developed with defined boundaries, settled no doubt by force of arms, the idea that these surrounding wastes were the property of the thegn, baron, or lord of manor gradually grew; but that all the while, side by side with these developments of tenure, the occupiers of the cultivated land still continued to resort to the uncultivated wastes for whatever of utility those wastes yielded? In the course of ages disputes would naturally arise between frequenter of the waste, and they would have to be settled by the ingenuity of those who administered and assisted in the administration of the, at times, rough-handed justice of the dark ages. The idea that the wastes were vested in him who held sway in a given area having become recognized by the law, it would not be a great stride of the imagination to assume that the owner must be taken to have granted rights whose origin could not even in those early days be accounted for. To limit the right by means of a sliding scale, governed by the capacity of the tenement occupied by the person enjoying the right, is a very natural and evenhanded way of enabling everybody in the community to participate in the benefit to be derived from the wastes. For my view as to the origin of these rights, I claim the merit of its being universal in its application, whether in royal forests, manors, townships, rapes, or hundreds. It does not clash with the historical theory as to the origin of manors and ownership of the soil; it is consistent with facts which can be proved throughout centuries covered by existing documents; and, above all, it seems to me to be the only hypothesis upon which to reconcile the almost endless varieties of the present methods of making out a title to a right of common, and to account for the growth of the extraordinary fiction of a lost grant. I contend that the facts disclosed shew that originally our commons were the lands of the nation used by the people at large, but that the dominant power, with the assistance of Norman lawyers working on feudal lines, appropriated them to private uses. The Statutes of Merton and Westminster II. recognize in the clearest possible terms the existence, just two hundred years after the Conquest, of rights of common which the owners of wastes were bound to recognize—rights, it must be borne in mind, which in many cases attached by operation of the common law to every grant of freehold land, and rights so firmly established throughout the manorial wastes that it required an Act of Parliament to authorize inclosures. I have always looked upon this statute as being in the nature of an Inclosure Act of the period, of which advantage was taken forthwith, at a time when the extent of the waste lands was so great that it was beneficial to the community that some portion should be brought into cultivation or otherwise utilized. Such a condition of things no longer exists, and the nation has declared, by the Metropolitan Commons Acts of 1866 and 1869, and the Commons Act of 1876, that preservation rather than inclosure is to be the future of commons. By the inclosures that were effected under the statute and by subsequent unauthorized inclosures the wastes are now insufficient to meet the requirements of the community. The Statute of Merton is a standing menace to the quiet of the neighbourhood of every common, a fruitful source of most expensive litigation, and an anomaly as regards recent legislation; and it should be repealed.

We are glad to hear that Mr. Justice Hawkins's recovery is now practically assured. During the past week he has been driving out daily; and it is hoped that he will be able to start on Saturday for the Continent, proceeding to Aix-les-Bains by slow stages.

The Governor and Company of the Bank of England give notice that they are authorized to receive on Thursday next tenders for £4,500,000 New South Wales £3½ per cent. inscribed stock, repayable at par, 1st September, 1918. This stock will be in addition to, and will rank *pari passu* with, the New South Wales £3½ per cent. stock, 1918, already existing, the dividends on which are payable half-yearly on the 1st March and 1st September; the first dividend on the present issue, due 1st March, 1892, will be for six months' interest from 1st September, 1891, on the nominal amount of stock. The minimum price, below which no tender will be accepted, has been fixed at £95 for every £100 of stock.

## LEGAL NEWS.

## OBITUARY.

**Mr. WILLIAM PARTRIDGE**, late police magistrate at the Marylebone Court, died on Thursday morning, the 10th inst. He was born on the 2nd January, 1818, and was educated at Winchester and at Oxford, where he graduated M.A. at Christ Church. He was called to the bar at the Middle Temple in 1843, and first went the Home Circuit, afterwards joining the Oxford Circuit. For some time he sat on the Brighton borough bench, and was also a justice of the peace for the counties of Hereford, Monmouth, Gloucester, Sussex, and Stafford, and a Deputy-Lieutenant for the county of Hereford. In 1860 he was appointed a stipendiary magistrate for the Wolverhampton district, and in 1863 became one of the magistrates of the police courts of the Metropolis. He has sat from time to time at the Thames, Southwark, Westminster, Lambeth, and Marylebone Police Courts, at which last-mentioned court he presided so recently as Saturday, the 29th ult.

**Mr. HENRY LATHAM**, late Senior Registrar of the Chancery Division of the High Court of Justice, died on the 7th inst., at Northam, near Bideford, in the eighty-eighth year of his age.

## CHANGES IN PARTNERSHIPS.

## DISSOLUTION.

**FRANCIS BARNARD JENNINGS** and **GUY CYRIL BANTOFT**, solicitors (Jennings & Bantoft), Ipswich and Felixstowe. Sept. 1. [Gazette, Sept. 4.]

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTH.

**PARRY**.—Sept. 5, at The Mount, Fleetwood, Lancashire, the wife of Edward Abbot Parry, barrister, of a son.

## MARRIAGE.

**ONE-MILLAR**.—Sept. 3, at Sheardale House, Dollar, N.B., Robert Low Orr, M.A., LL.B., advocate, Edinburgh, to Euphemia Macandrew, daughter of the late John Millar, M.D., of Edinburgh, and granddaughter of the late John Millar, Esq., of Sheardale.

## DEATH.

**LATHAM**.—Sept. 7, at Northam, Bideford, Henry Latham, late Senior Registrar of the Chancery Division of the High Court of Justice, aged 87.

**WARNING TO INTENDING HOUSE PURCHASERS & LESSEES**.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

**VANITY FAIR CARTOONS**.—A few Complete Sets of the Judges that have appeared in *Vanity Fair* to date are still to be had on application to the Publisher. There are 36 Cartoons in all. Price, per Set, £2 10s. Offices, 182, Strand, London, W.C.—[ADVT.]

## WINDING UP NOTICES.

*London Gazette*.—FRIDAY, Sept. 4.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

**JOSEPH BOULTON & CO. LIMITED**.—Creditors are required, on or before Oct. 16, to send their names and addresses, and the particulars of their debts or claims, to Ernest Cooper, 14, George st., Mansion House. Note.—The foregoing notice does not concern creditors of Joseph Boulton & Co., Limited, incorporated in the month of July, 1891. Linklater & Co., Bond et al., Walbrook, solvors for liquidator.

**"MINROL" STEAMSHIP CO. LIMITED**.—Creditors are required, on or before Oct. 7, to send their names and addresses, and the particulars of their debts or claims to 123, Front st., New York, U.S.A. Arthur Frederick Hogan, Liquidator.

**"MONTAUX" STEAMSHIP CO. LIMITED**.—Creditors are required, on or before Oct. 7, to send their names and addresses, and the particulars of their debts or claims, to 123, Front st., New York, U.S.A. Arthur Frederick Hogan, Liquidator.

**SOUTHAMPTON NAVAL WORKS LIMITED**.—Petition for winding up, presented Sept. 3, directed to be heard before Collins, J., on Wednesday, Sept. 16. Darley & Cumberland, John st., Bedford row, for Page & Grierson, Southampton, solvors for petitioners. Notice of appearance must reach the abovenamed not later than six o'clock in the afternoon of Sept. 15.

**UNITED WELSH SALT CO. LIMITED**.—Creditors are required, on or before Oct. 14, to send their names and addresses, and the particulars of their debts or claims, to Robins & Co., 9, Lincoln's inn fields.

**WITHERSEA ESTATE AND INVESTMENT CO. LIMITED**.—Creditors are required, on or before Oct. 30, to send their names and addresses, and the particulars of their debts or claims, to William Parker Burkinshaw, 4, Parliament st., Kingston upon Hull.

## FRIENDLY SOCIETY DISSOLVED.

**LONGWORTH FRIENDLY SOCIETY**, Church Schoolroom, Longworth, Faringdon, Berks. Sept. 1.

*London Gazette*.—TUESDAY, Sept. 8.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

**WASHINGTON DIAMOND MINING CO. LIMITED**.—Petition for winding up, presented Sept. 5, directed to be heard on Saturday, Oct. 31. Mitchell, Cannon st., for Bowlings & Co., Essex st., Strand, solvors for petitioners. Note.—Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Oct. 30.

## CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

## LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, Sept. 4.

**ASHWORTH, MARY**, Newchurch, Lancaster Oct. 9. Knowles & Thompson, Newchurch.

**BAILEY, WILLIAM**, Wakering rd., Barking, no occupation Oct. 10. Preston, The Grove, Stratford.

BASTOW, JOHN, Stanley cum Wrenthorpe, York, Colliery Proprietor Oct 1 Maitland, Wakefield	
BLYTH, FREDERICK WILSON, Cornhill, Stockbroker Oct 31 Hunter & Davies, King William st.	
BOWES, ALFRED JOHN CECIL, Leeds, Gent Sept 30 Ford & Warren, Leeds	
BURTON, JOHN FRANCIS, Eastgate, Lincoln, Gent Oct 24 Burton & Scorer, Lincoln	
CHADWICK, ALICE, Littleborough, Lancaster Sept 20 Heywood & Co, Manchester	
CHAMBERLAIN, MARY, Adderbury, Oxford. Oct 10 Kilby & Mae, Banbury	
CHAMBERLAIN, WILLIAM, Adderbury, Oxford, Gent. Sept 21. Limbrey & Co, Finsbury sq	
CLEGG, SAMUEL, Whitworth, Lancaster, Stone Merchant Oct 2 Clegg, Rochdale Yearsley, Crewe	
DAYMAN, EDWARD ARTHUR, Shillingstone, Dorset, Clerk in Holy Orders Oct 13. Dayman & Fisher, Tiverton	
EDWARDS, MARY ANN, Taunton St Mary Magdalene, Somerset. Sept 28. Paull Eliminator	
GAINSBURY, MICHAEL, Boston, Lincoln, Yeoman Nov 1 Millington & Simpson, Boston	
GILBERTSON, DAVID, Bryndyfyl, Aberdovey, Merioneth, Esq Oct 10 Budd & Co, Austin, friars	
GILLIES, MARY HARRIET SHALIMAR, Melbourne, Colony of Victoria Oct 16 Wainwright & Baillie, Staple inn	
GREENFIELD, JAMES, Newton, Surrey, Printer Oct 1 Morse & Co, Walbrook	
GRIFFITHS, JANE, Aberystwith Oct 10 Davies, Aberystwith	
HODGE, JAMES, Parnell rd, North Bow, Licensed Victualler Oct 20 Nash & Co, Queen st, Cheapside	
JANES, ANNE, North villas, Camden sq Nov 2 Archer & Son, Ely	
JONES, DAVID, Newtown, Montgomery, Watchmaker Nov 1 Woosnam, Newtown	
KIDD, BELLA GOSS, Nightingale Hall, Wood green Oct 1 Withall & Co, Gt George st, Westminster	
LINDO, ANNA, Westbourne pl Oct 30 Tabor & Matthews, Bush lane	
LLOYD, SAMUEL, Shrewsbury, Cheese Factor Oct 10 Wade, Shrewsbury	
LOWDER, SAMUEL NETTEVILLE, Manor rd, Forest Hill, General Oct 31 Cowper, Newbury	
PUSIN, LOUISA, Lonsdale rd, Barnes Oct 2 Brooke, Lincoln's inn fields	
MCGHIGG, WALTER JAMES, Upper George st, Bryanston sq, Esq Oct 14 Vandercom & Co, Bush lane	
MIDDLEHURST, ELLEN, Rainford, Lancaster Oct 14 Mearns & Boyle, St Helen's	
MOON, JOHN, Crediton, Devon, Auctioneer Sept 30 Sparkes & Pope, Crediton	
MUNTS, FREDERICK AUGUSTUS, Leamington, Merchant Oct 1 Milward & Co, Birmingham	
NORTON, HELEN SUSAN, Chester. Oct 27 Brown & Rogers, Chester	
ODISH, MARY, Burton on Trent. Oct 3. Drewry, Burton on Trent	
PARKINSON, MARY ANN, York. Nov 5. Crumbie, York	
PROOF, SARAH, Edgbaston, Warwick. Nov 5. Handley & Co, Warwick	
RIDINGS, JOHN, Clayton, nr Manchester, Colliery Manager Oct 17 Chorlton, Manchester	
ROBERTS, DANIEL, Neath, Glamorgan, Draper Sept 26 Thomas, Neath	
ROPER, CHARLES, Bath, Gent Oct 14 Gibbs, Bath	
SCHEITERLEIN, CHARLES, Bethnal Green rd, Pork Butcher Sept 29 Robinson & Co, Charterhouse sq	
SIMPSON, MARY, Cockermouth, Cumberland Oct 1 Waugh & Musgrave, Cockermouth	
THOMPSON, ELLEN HEDLEY, Gateshead, Durham Oct 1 Forster, Newcastle on Tyne	
WHEELER, HANNAH, Banbury, Oxford Oct 5 Kilby & Mae, Banbury	
WILSON, WILLIAM, Leake, Lincoln, Farmer Nov 1 Millington & Simpson, Boston	
<i>London Gazette</i> .—TUESDAY, Sept. 8.	
ALCOCK, JOHN, Bredbury, Chester, Cotton Manufacturer Nov 5 Hibbert & Westbrook, Hyde	
BIRD, WILLIAM, Northampton, Gent Oct 17 Hensman & Son, Northampton	
BRABAZON, ELEANOR AMBROSIA, Sunningdale, Ascot, Berks Oct 5 Stretton & Co, Cornhill	
BRAMMANN, ANN, Wanstead, Essex Oct 8 Cook, Mark Lane	
BROOKING, EMILY, Elvaston pl, Queen's gate Oct 8 Wadeson & Malleson, Austinfriars	
BUCK, EDWARD, Colne, Lancaster, Gent Oct 26 Creeke & Son, Burnley	
CAVENDISH, THE HONOURABLE SOPHIA, Norfolk crescent, Hyde park Oct 12 Wynne-Baxter & Keeble, Laurence Pountney hill	
CHADWICK, ALFRED, Morley, York, Druggist Oct 31 Scatcherd & Hopkins, Leeds	
CHALLICE, WILLIAM BENJAMIN, Cromwell rd, Kensington, Clerk Oct 19 Chandler, Lincoln's inn fields	
DANIELS, HUBERT EDWARD, Martham, Norfolk, Dealer Oct 11 Goodchild, Norwich	
GREEN, THOMAS, Halton, York Yeoman Oct 19 Harland & Ingham, Leeds	
HOSWON, ROBERT, Birmingham, Gent Nov 1 Smith & Co, Birmingham	
KNOWLES, ROBERT, Buxton, Derby, Gent Oct 24 Clayton, Ashton under Lyne	
LAMBERT, THOMAS, Sheffield, Cab Proprietor Oct 31 Burdekin & Co, Sheffield	
LANGFORD, RICHARD, Stroud Green rd, Gent Oct 20 Worrell, Coleman st	
MACKAY, RODERICK, Lothbury, Accountant Oct 24 Lyne & Holman, Gt Winchester st	
McFARLANE, JOSEPH, Liverpool, Baker Nov 2 Bremner & Co, Liverpool	
MALKIN, RICHARD, Morshanger, Bedford, Farmer Oct 20 Aizlewood, Rotherham	
MORRIS, THOMAS, Bolton, Lancs, Printer Nov 7 Watkins & Son, Bolton	
MORISON, JAMES, Manchester, Commission Agent Nov 20 Cooper & Sons, Manchester	
OWEN, REV EDWARD, Linden, Mass, U.S.A. Oct 31 Eastwood & Co, Lincoln's inn fields	
PABE, WILLIAM OSBORE, Well Grange, nr Alford, Lincoln, Farmer Nov 2 Allisons & Allison, Louth	
PHILO, GEORGE, High st, Poplar Oct 7 Philo, Brighton	
RAWLINGS, WILLIAM JOHN, Downes, St Erth, Cornwall Oct 1 Ryan, Gt James st, Bedford row	
ROBERTS, ANNA FARRE, Weybridge, Surrey Oct 5 Milne & Milne, Clement's inn	
ROGERS, GEORGE, Bristol, Doctor of Medicine Oct 31 Abbot & Co, Bristol	
SMITH, ANNA MARIA, Sheffield Oct 31 Burdekin & Co, Sheffield	
SMITH, CHARLOTTE, Dukinfield, Chester Nov 9 Brooks & Co, Ashton under Lyne	
SMITH, ISAAC PALMER, North Currie, Somerset, Gent Oct 14 Kite, Taunton	
STOREY, MARGARET, and SARAH LOND, Birkenhead. Oct 10 Reinhardt, Birkenhead	
WALKER, WILLIAM, Birkdale, Edgbaston, Birmingham, Brassfounder Oct 31 Gough, Birmingham	
WELLS, SAMUEL HASHOLD, Thornton rd, Clapham, Cora Merchant Oct 16 Stoneham & Son, Fenchurch st	

## BANKRUPTCY NOTICES.

## RECEIVING ORDERS.

*London Gazette*.—FRIDAY, Sept. 4.

- BEECH, GEORGE, Southsea, Builder Portsmouth Pet Sept 1 Ord Sept 1
- BREALEY, RICHARD EVANS, Ilkeston, Derbyshire, Grocer Derby Pet Sept 3 Ord Sept 2
- BREWARD, JOHN, Melton Mowbray, Butcher Leicester Pet Aug 31 Ord Aug 31
- CAMERON, FINLAY, Portsea, Bookseller's Manager Portsmouth Pet Aug 31 Ord Aug 31
- CLARK, CHARLES WILLIAM, and RALPH COLLINSON WARD, York, Joiners York Pet Aug 28 Ord Sept 1
- COLEMAN, DAVID, and DAVID EDWARD COLEMAN, Mountain Ash, Glamorganshire, Grocers Aberdare Pet Sept 2 Ord Sept 2
- CROWTHORPE, WILLIAM, Walsall, Baker Walsall Pet Aug 14 Ord Aug 31
- DALLEY, WILLIAM, Ilkeston, Derbyshire, Ironworker Derby Pet Sept 1 Ord Sept 1
- EDSOR, HENRY, Trusley, Derbyshire, Schoolmaster Derby Pet Aug 31 Ord Aug 31
- FELL, EDWARD, Barrow in Furness, Boat Builder Barrow in Furness Pet Sept 2 Ord Sept 2
- GADSDEN, JOHN, and JOHN MAPLEY, Margate, Builders Canterbury Pet Aug 31 Ord Aug 31
- GOTLIBBE, DAVID, and CHARLES EPHRAIM LESSER, Ancoats, Manchester, Garment Manufacturers Manchester Pet Aug 21 Ord Sept 2
- GREEN, GEORGE, Gt Marlow, Boot Manufacturer Aylesbury Pet Aug 31 Ord Sept 2
- HARVEY, CHARLES HENRY, Manchester, Sanitary Engineer Manchester Pet June 13 Ord Sept 2
- HILL, GEORGE, Parliament hill rd, Hampstead Heath, Bill Negotiator High Court Pet Aug 6 Ord Aug 31
- HODGKINSON, GEORGE, Gorton, nr Manchester, Metal Worker Manchester Pet Aug 31 Ord Aug 31
- HOLLINGWORTH, WILLIAM, Stanton by Dale, Derbyshire, Farmer Derby Pet Aug 1 Ord Aug 23
- HOPKINS, HENRY, Cardiff, Relieving Officer Cardiff Pet Aug 31 Ord Aug 31
- HUGHES, ELIZA, Salford, Tailor Blackburn Pet Aug 29 Ord Aug 31
- KING, MILLICENT DOROTHIA, Westbury on Trym, Stationer Bristol Pet Aug 31 Ord Aug 31
- KITTEL, GUSTAV, Bartholomew close, Manufacturer High Court Pet Sept 1 Ord Sept 1
- LARRAD, JAMES EDWARD, Horbury, Yorks, Grocer Wakefield Pet Sept 1 Ord Sept 1
- MACPHERSON, ROGER, Withington, nr Manchester, Auctioneer Manchester Pet Aug 18 Ord Sept 2
- MENDELSON, M. M., Aldersgate st, Dealer in Fancy Goods High Court Pet Aug 11 Ord Sept 2
- MORTIMER, WILLIAM, Horbury, Yorks, Cocoa Matting Manufacturer Wakefield Pet Sept 1 Ord Sept 1
- PALMER, EDWARD JAMES BRECKNOCK, Caledonian rd, Commercial Traveller High Court Pet Aug 17 Ord Sept 2
- PORTER, JOSEPH GEORGE, Redwald rd, Lower Clapton, Camberwell High Court Pet Aug 1 Ord Sept 2
- ROBERTS, WILLIAM, Portmadoc, Carnarvonshire, Tea Dealer Portmadoc Pet Aug 31 Ord Aug 31
- ROCHESTER, GEORGE, Reading, Commission Agent Reading Pet Sept 1 Ord Sept 1
- SHORTEN, JOHN HAWKINS, Brighton, Commercial Traveller Brighton Pet Aug 31 Ord Aug 31
- SHUTTLEWORTH, WILLIAM HENRY, Preston, Smallware Dealer Preston Pet Sept 1 Ord Sept 1
- STRICKLAND, JOSEPH PROBERT, Gravesend, Kent, out of business Rochester Pet Sept 1 Ord Sept 1
- TOWNSEND, JOHN, Middlesborough, Beerhouse Keeper Middlesborough Pet Aug 31 Ord Aug 31
- WHALE, CHARLES FREDERICK, Southwark st, Southwark, Wholesale Ironmongers High Court Pet Sept 1 Ord Sept 1
- WOOD, HENRY, Margate, Restaurant Proprietor Canterbury Pet Sept 1 Ord Sept 1

## FIRST MEETINGS.

- ADAIR, GERALD, Fulham rd, of no profession Sept 15 at 1 33, Carey st, Lincoln's inn
- ALLCOCK, JOHN, Hucknall Torkard, Nottingham, Furniture Dealer Sept 12 at 11 Off Rec, St Peter's Church walk, Nottingham
- BLOWE, WILLIAM, Upper Easton, Gloucestershire, Grocer Sept 16 at 12.30 Off Rec, Bank chmrs, Bristol
- BRADLEY, AMOS, Clifton-with-Norwood, nr Otley, Yorkshire, Farmer Sept 14 at 11 Off Rec, 22, Park row, Leeds
- BRADLEY, SAMUEL, Birmingham, Wholesale Jeweller Sept 15 at 11.25 Colmore row, Birmingham
- BREWARD, JOHN, Melton Mowbray, Butcher Sept 15 at 12.30 Off Rec, 34, Friar lane, Leicester
- BROKENSHIRE, JAMES, East Stonehouse, Devonshire, Beerhouse Keeper Sept 11 at 11 10 Atheneum terrace, Plymouth
- BROWN, JOHN ROBERT, Bangor, Printer Sept 14 at 12 Off Rec, Crypt chmrs, Chester
- BROWNE, GEORGE HENRY, Paignton, Devonshire, Farmer Sept 11 at 11.30 10 Atheneum terrace, Plymouth
- CAMERON, FINLAY, Portsea, Bookseller's Manager Sept 14 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
- CLARK, CHARLES WILLIAM, and RALPH COLLINSON WARD, York, Joiners Sept 21 at 12.15 Off Rec, York
- CLINTON, CHARLES WILLIAM, Truro, Accountant Sept 12 at 12 Off Rec, Boscawen st, Truro
- CROKE, RICHARD FRANCIS, Hove, Sussex, retired Major Sept 14 at 12 Off Rec, 4, Pavilion bldgs, Brighton
- DAWE, ELLIS, Askewell, Dorsetshire, Farmer Sept 16 at 12.30 Off Rec, Salisbury
- DICKSON, CHARLES PHILLIP, Bishopsteignton, Devon Sept 15 at 3 Off Rec, 13, Bedford circus, Exeter
- DUKE, HENRY, Kingswood, nr Bristol, Printer Sept 16 at 1 Off Rec, Bank chmrs, Bristol
- EDSOR, HENRY, Trusley, nr Etwall, Derbyshire, School-

master Sept 11 at 2.30 Off Rec, St James's chmrs, Derby

ELLIS, SARAH, Rhwbryfdd, Blaenau Ffestiniog, Merionethshire, Grocer Sept 15 at 1 Market Hall, Blaenau Ffestiniog

FINDON, BENJAMIN WILLIAM, Tadema rd, Chelsea, Journalist Sept 15 at 12 33, Carey st, Lincoln's inn

GADSDEN, JOHN, and JOHN MAPLEY, Margate, Builders Sept 15 at 9.30 Off Rec, 5, Castle st, Canterbury

GIBSON, GEORGE, Birmingham, Baker Sept 14 at 3 25, Colmore row, Birmingham

GELLYS, CHARLES BERE, lately residing at Land's Hotel, Waterloo place Sept 15 at 11 33, Carey st, Lincoln's inn

HOWELL, JAMES, Penygraig, Glamorganshire, Grocer Sept 11 at 3 Off Rec, Merthyr Tydfil

KING, MILLICENT DOROTHIA, Westbury on Trym, Stationer Sept 16 at 1 30 Off Rec, Bank chambers, Bristol

LAVER, HARRY EDWARD, Chaplin rd, West Ham, Carman Sept 16 at 1 33, Carey st, Lincoln's inn

LEWIN, WILLIAM, Walthamstow, Essex, Soot Dealer Sept 17 at 11 33, Carey st, Lincoln's inn

LEWIS, THOMAS EDWARD, Pontypridd, Collector Sept 11 at 12 Off Rec, Merthyr Tydfil

MATTHEWS, JANE ELIZABETH, and LUCY TERESA MATTHEWS, Hove, Sussex, Lodging house Keepers Sept 15 at 12 Off Rec, 4, Pavilion bldgs, Brighton

NICHOLAS, JAMES HAWKES, Penzance, Decorative Painter Sept 12 at 11.30 Off Rec, Boscawen st, Truro

SARGENT, GEORGE FREDERICK FRANCISCO, York st, Covent grdn, Artist Sept 16 at 11 33, Carey st, Lincoln's inn

STRICKLAND, JOSEPH PROBERT, Gravesend, out of business Sept 17 at 12 Off Rec, High st, Rochester

TRICKLEBANK, SAMUEL, Tamworth, Staffordshire, Grocer Sept 14 at 11 25, Colmore row, Birmingham

WHICHELO, FRECY J., Brook st, Hanover sq, of no occupation Sept 16 at 12 33, Carey st, Lincoln's inn

WOOD, HENRY, Margate, Restaurant Proprietor Sept 12 at 11.30 Off Rec, High st, Margate

YOUNG, EDWARD FREDERICK, Petersfield, Brewer Sept 14 at 12.15 Off Rec, Cambridge Junction, High st, Portsmouth

YOUNG, GEORGE HERBERT, Southsea, Watchmaker Sept 11 at 3 Off Rec, Cambridge Junction, High st, Portsmouth

## ADJUDICATIONS.

ARCHER, GEORGE ARTHUR, Stafford, Licensed Victualler Stafford Pet Aug 25 Ord Aug 31

ASHTON, THOMAS, Moss Side, Lancashire, Pawnbroker Manchester Pet Aug 12 Ord Sept 2

BEECH, GEORGE, Southsea, Builder Portsmouth Pet Aug 31 Ord Sept 1

BREALEY, RICHARD EVANS, Ilkeston, Derbyshire, Grocer Derby Pet Sept 2 Ord Sept 2

EDSOR, HENRY, Trusley, Derbyshire, Schoolmaster Derby Pet Aug 31 Ord Aug 31

EWELL, JOHN, Melton Mowbray, Butcher Leicester Pet Aug 31 Ord Aug 31

CLINTON, CHARLES WILLIAM, Truro, Cornwall, Accountant Truro Pet Aug 13 Ord Sept 2

COLEMAN, DAVID, and DAVID EDWARD COLEMAN, Mountain Ash, Glamorganshire, Grocers Aberdare Pet Sept 2 Ord Sept 2

DALLEY, WILLIAM, Ilkeston, Derbyshire, Ironmonger Derby Pet Aug 31 Ord Sept 1

EDSOR, HENRY, Trusley, nr Etwall, Derbyshire, Schoolmaster Derby Pet Aug 31 Ord Aug 31

FELL, EDWARD, Barrow in Furness, Boatbuilder Barrow in Furness Pet Sept 2 Ord Sept 2

GADSDEN, JOHN, and JOHN MAPLEY, Margate, Builders Canterbury Pet Aug 31 Ord Aug 31

MORTIMER, WILLIAM, Horbury, Yorks, Carpet Manufacturer Wakefield Pet Sept 1 Ord Sept 1

HALL, THOMAS GEORGE, Lower Walmer, Kent, Coal Merchant Canterbury Pet July 21 Ord Aug 31

HARRIS, ROBERT, Gosforth, Northumberland, Wine Merchant Newcastle Pet Aug 15 Ord Sept 1

HODGKINSON, GEORGE, Manchester, Metal Worker Manchester Pet Aug 31 Ord Aug 31

HOPKINS, GEORGE HENRY, Church pl, Paddington green, Omnibus Builder High Court Pet July 21 Ord July 31

HOPKINS, GEORGE WILLIAM, Braunston, Northamptonshire, Butcher Northampton Pet Sept 5 Ord Sept 5

KIMBER, ARTHUR, Waterlooville, Hants, Grocer Portsmouth Pet Sept 3 Ord Sept 3

KIRK, WILLIAM, Brixworth, Northamptonshire, Saddler Northampton Pet Sept 5 Ord Sept 5

Lewis, JOHN, Plynnydudur, Llangele, Carmarthenshire, Farmer Carmarthen Pet Sept 3 Ord Sept 3

LUCK, ROBERT LININGTON, Portsmouth, Theatrical Costumer Linington Pet Sept 4 Ord Sept 4

MANUNTA, JON BAPTISTE, AND SON, late Knightrider st High Court Pet Aug 18 Ord Sept 3

MARTIN, ELIZABETH, Bristol, Milliner Bristol Pet Sept 5 Ord Sept 5

MELLOR, BENJAMIN, and HAYDN MELLOR, Bradford, Music Sellers Wakefield Pet Sept 4 Ord Sept 4

METCALFE, CHRISTOPHER, Loftus in Cleveland, Yorks, Licensed Victualler Stockton on Tees and Middleborough Pet Sept 3 Ord Sept 3

MITCHELL, GEORGE, Brymbo, or Wrexham, Collier Wrexham Pet Sept 4 Ord Sept 4

MOON, HERBERT, Ilkeston, Caretaker of a Hospital Derby Pet Sept 4 Ord Sept 4

MOWER, GEORGE, and GEORGE RICHARD MOWER, Wells st, Hackney, Builders High Court Pet Sept 4 Ord Sept 4

MUTTON, EMMA, Shrewsbury, Licensed Victualler Shrewsbury Pet Sept 2 Ord Sept 2

PAGE, LOUIS ALBERT, Leicester, Butcher Leicester Pet Sept 4 Ord Sept 4

PALMER, HENRY JAMES, Bath, Wine Merchant Bath Pet Aug 19 Ord Sept 4

PARKER, ABRAHAM, Billinghay, Lincolnshire, Grocer Boston Pet Sept 3 Ord Sept 3

PATTERSON, HENRY, Bolton, Cabinet Maker Bolton Pet Sept 5 Ord Sept 5

SIMPSON, RICHARD THOMAS FLINDELL, High Holborn, Stock Dealer High Court Pet Aug 19 Ord Sept 3

SOLOMON, LEWIS, Canterbury, Managing Director to a Public Company Canterbury Pet Aug 7 Ord Sept 4

STEELE, JOSEPH, WILLIAM, Fenchurch st, Tea Merchant High Court Pet Aug 15 Ord Sept 3

WATERS, WORLEY WILLIAM, Southport, Bookseller Liverpool Pet Sept 4 Ord Sept 4

WILLIAMS, IFAH, Hill st, Birkdale sq, High Court Pet May 23 Ord Sept 3

WILLIAMS, REES, Pontypridd, Glam, Painter Pontypridd Pet Sept 2 Ord Sept 2

YOUNG, J., Central Poultry Market, Salesman High Court Pet Aug 13 Ord Sept 3

WOODING, THOMAS, Globe rd, Bethnal Green, Butcher High Court Pet July 9 Ord Sept 2

## ADJUDICATIONS ANNULLED.

*London Gazette*.—TUESDAY, Sept. 1.

SLAVIN, FRANK PATRICK, Chelverton rd, Putney, Puglist Wandsworth Annual Aug 20 Adjud Feb 2

*London Gazette*.—FRIDAY, Sept. 4.

SMITH, ARTHUR BENJAMIN, Cheltenham, out of business Cheltenham Adjud June 19 Annual Aug 27

*London Gazette*.—TUESDAY, Sept. 8.

## RECEIVING ORDERS.

BEER, A. J., Canterbury, Brewer Canterbury Pet Aug 1 Ord Sept 4

BLENKARN, WALTER, Hazelrigg rd, Clapham Wandsworth Pet Aug 12 Ord Sept 3

BULKELEY, W. P. F., Redcliffe gardens, South Kensington High Court Pet Aug 1 Ord Sept 2

CHALLONER, EDWARD, Morpeth, Cattle Salesman Newcastle on Tyne Pet Sept 3 Ord Sept 3

CHATWIN, WILLIAM JOSEPH, and FRANK ARTHUR CHATWIN, Birmingham, Pearl Workers Birmingham Pet Aug 31 Ord Aug 31

CROSS, THOMAS CHARLES, Lambeth hill, Queen Victoria st, Printer High Court Pet Sept 3 Ord Sept 3

DAVENPORT, HENRY, Ipswich, Licensed Victualler Ipswich Pet Sept 3 Ord Sept 3

DAVISON, THOMAS VINCENT HERBERT, New Malling, Surrey, Architect Kingston Pet Aug 1 Ord Sept 3

DE MOL, RENAUD, Plymouth, Liverby Stable Keeper East Stonehouse Pet Aug 21 Ord Sept 4

DUNNING, JAMES FOSTER, late Tokenhouse bldgs, Stockbroker High Court Pet Aug 6 Ord Sept 4

EISMAN, RICHARD THOMAS, Kingston on Thames, Architect Kingston Pet Sept 3 Ord Sept 3

FEARN, JOHN, Crewe, Contractor Crewe Pet Sept Ord Sept 3

FRANCIS, SIDNEY MARK, Bournemouth, Corn Merchant Poole Pet Sept 3 Ord Sept 3

GIBSON, STEPHEN MADDISON, Newcastle on Tyne, Publican Newcastle on Tyne Pet Sept 3 Ord Sept 3

GOLDMAN, HARRY, Manchester, Glass Merchant Manchester Pet Aug 18 Ord Sept 4

HARRISON, THOMAS HENRY, Crewkerne, Somerset, Hotel Keeper Yeovil Pet Aug 6 Ord Sept 4

HARRISON, WILLIAM JAMES, Leamington Priors, Warwickshire, Merchant Warwick Pet Sept 5 Ord Sept 5

HAVILL, H. S., St Augustine's rd, Camden st, Clerk High Court Pet July 31 Ord Sept 4

HAWKINS, ALICK, Twynings, Glos, Labourer Cheltenham Pet Sept 5 Ord Sept 5

HOPKINS, GEORGE WILLIAM, Braunston, Northamptonshire, Butcher Northampton Pet Sept 5 Ord Sept 5

KIMBER, ARTHUR, Waterlooville, Hants, Grocer Portsmouth Pet Sept 3 Ord Sept 3

KIRK, WILLIAM, Brixworth, Northamptonshire, Saddler Northampton Pet Sept 5 Ord Sept 5

Lewis, JOHN, Plynnydudur, Llangele, Carmarthenshire, Farmer Carmarthen Pet Sept 3 Ord Sept 3

LUCK, ROBERT LININGTON, Portsmouth, Theatrical Costumer Linington Pet Sept 4 Ord Sept 4

MORTIMER, WILLIAM, Horbury, Yorks, Carpet Manufacturer Wakefield Pet Sept 1 Ord Sept 1

MURRAY, HENRY, Bolton, Cabinet Maker Bolton Pet Aug 18 Ord Sept 1

PUTTEN, WILLIAM, Folkestone, Printer Canterbury Pet Sept 5 Ord Sept 5

SIMPSON, RICHARD THOMAS FLINDELL, High Holborn, Stock Dealer High Court Pet Aug 19 Ord Sept 3

SOLOMON, LEWIS, Canterbury, Managing Director to a Public Company Canterbury Pet Aug 7 Ord Sept 4

STEELE, JOSEPH, WILLIAM, Fenchurch st, Tea Merchant High Court Pet Aug 15 Ord Sept 3

WATERS, WORLEY WILLIAM, Southport, Bookseller Liverpool Pet Sept 4 Ord Sept 4

WILLIAMS, IFAH, Hill st, Birkdale sq, High Court Pet May 23 Ord Sept 3

WILLIAMS, REES, Pontypridd, Glam, Painter Pontypridd Pet Sept 2 Ord Sept 2

YOUNG, J., Central Poultry Market, Salesman High Court Pet Aug 13 Ord Sept 3

## RECEIVING ORDER RESCINDED.

LEVI, JUDA, and MOSES LEVI, Bury st, St Mary Axe Carpet Merchants High Court Rec Ord Aug 3 Resc., Sept 3

Sept. 12, 1891.

## FIRST MEETINGS.

- ACOMB, GEORGE ROBERT**, Wolviston, Durham, Agricultural Engineer Sept 16 at 3 Off Rec, 8, Albert rd, Middlesborough
- BROCKETT, MARY SARAH**, Northampton, Shoe Manufacturer Sept 16 at 12.15 County Court bldgs, Northampton
- BROMLEY, GEORGE MORRISON**, Dudley, Beerhouse Keeper Sept 15 at 2.15 Off Rec's Office, Dudley
- BUCKETT, GEORGE**, Redhill, Surrey, Builder Sept 15 at 11.30 24, Railway app, London Bridge
- CROWTHER, WILLIAM**, Walsall, Baker Sept 29 at 10.30 Off Rec, Walsall
- DALLEY, WILLIAM**, Stanton by Dale, Derbyshire, Iron-worker Sept 15 at 11 Off Rec's Offices, St James's st, Derby
- DAVENPORT, HENRY**, Ipswich, Licensed Victualler Sept 15 at 12 36, Princes st, Ipswich
- FELL, EDWARD**, Bawton in Furness, Boat Builder Oct 2 at 11 Off Rec, 16, Corwallis st, Barrow in Furness
- GORDON, Lord ESME STUART**, Upper Berkeley st Sept 18 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
- GRANGER, GEORGE**, Sheffield, Carrier Sept 18 at 3 Off Rec, Five-tree lane, Sheffield
- GREEN, CHARLES, the younger**, Bromyard, Herefordshire, Grocer Sept 16 at 11 Off Rec, Worcester
- HARDWICK, ARTHUR JOSEPH**, Northampton, Baker Sept 16 at 12.45 County Court buildings, Northampton
- HAWKINS, ALICK**, Twyning, Glos, Labourer Sept 15 at 5 County Court bldgs, Cheltenham
- HODGKINSON, GEORGE**, Manchester, Metal Worker Sept 15 at 3 Ogden's chmbs, Bridge st, Manchester
- HOLLINGWORTH, WILLIAM**, Stanton by Dale, Derbyshire, Farmer Sept 15 at 12 Off Rec, St James's chmbs, Derby
- HOWARTH, YOUNG**, Halifax, Wool Merchant Sept 17 at 10 Off Rec, 18, Crossley st, Halifax
- HUGHES, ELIZA**, Blackburn, Tailor Sept 15 at 2.15 County Court house, Blackburn
- JONES, JOHN PARRY**, Swansea, late Innkeeper Sept 17 at 12 Off Rec, 97, Oxford st, Swansea
- KEENE, JAMES FREDERICK**, Wingfield rd, Walthamstow, Painter Sept 18 at 12.33, Carey st, Lincoln's inn
- KING, JOHN WILLIAM**, Gt Grimsby, Journeyman Baker Sept 16 at 11 Off Rec, 15, Osborne st, Gt Grimsby
- KNOWLES, JAMES**, Formby, nr Liverpool, Coal Agent Sept 17 at 3 Off Rec, 35, Victoria st, Liverpool
- MARSHALL, AMBLER**, SILVERSTER, Leeds, Parcel Delivery Agent Sept 16 at 11 Off Rec, 22, Park row, Leeds
- MORRIS, ALBERT**, Wollaston, Oldswinford, Worcs, Grocer Sept 16 at 2 Gould & Ecock, Solicitors, Stourbridge
- MUTTON, EMMA**, Shrewsbury, Licensed Victualler Sept 15 at 10.30 Off Rec, Talbot chmbs, Shrewsbury
- ODDIE, JOSEPH**, West Bradford, Farmer Sept 15 at 1.30 County Court house, Blackburn
- O'SULLIVAN, DENIS**, Swansea, Warehouseman Sept 17 at 3 Off Rec, 97, Oxford st, Swansea
- PATTENDEN, THOMAS**, Ore, Sussex, Builder Sept 16 at 12 Off Rec, 4, Pavilion bldgs, Brighton
- PAVION, LOUIS**, and **HARRIS PAVION**, Manchester, Water-proof Garment Manufacturers Sept 17 at 3 Ogden's chmbs, Bridge st, Manchester
- PEARCE, PHILIP**, Northcote rd, Church rd, Willesden, Builder Sept 18 at 1 23, Carey st, Lincoln's inn
- PUGN, MARY**, Worcester, Widow Sept 16 at 10.30 Off Rec, Worcester
- ROGERS, GODFREY HUGH WHEELER COXWELL**, Dowdeswell Court, nr Cheltenham, Gent Sept 15 at 4 County Court bldgs, Cheltenham
- SCOTT, ROBERT DICKINSON**, North Shields, Boat Builder Sept 21 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
- SHUTTERWORTH, WILLIAM HENRY**, Preston, Smallware Dealer Oct 9 at 3 Off Rec, 14, Chapel st, Preston
- SMITH, JOHN HENRY**, Plymouth, Licensed Victualler Sept 18 at 11 10, Atheneum ter, Plymouth
- SMITH, MARY**, Birkenhead, Clothes Dealer Sept 30 at 3 Off Rec, 35, Victoria st, Liverpool
- STEPHENS, JOHN ALFRED**, Banbury, Oxon, Wine Merchant Sept 16 at 11.30 1, St Algate's, Oxford
- TUBBS, WILLIAM**, Emmerdale rd, Kew Sept 18 at 12 33, Carey st, Lincoln's inn
- WATKINS, EDWARD**, Sheepwash, Devon, Farmer Sept 15 at 2 King's Arms, Hotel, Barnstaple
- WOOD, THOMAS**, Jarrold, Durham, late Eating house Keeper Sept 21 at 12 Off Rec, Pink lane, Newcastle on Tyne

The following amended notice is substituted for that published in the London Gazette, Sept. 1.

**LTSLEY, WARNE B.M.**, Tunbridge Wells Sept 15 at 12.30 24, Railway app, London Bridge

The following amended notice is substituted for that published in the London Gazette, Sept. 4.

**TRICKLEBANK, SAMUEL**, Tamworth, Staffs, Grocer Sept 16 at 11 Whitehall chmbs, 25, Colmore row, Birmingham

## ADJUDICATIONS.

**BAUMGARTNER, JOSEPH**, Holles st, Cavendish sq, House Steward High Court Pet Aug 5 Ord Sept 2

**CAVELL, EDWARD STRUTT**, Temple chmbs, Temple avenue, Solicitor High Court Pet June 18 Ord Sept 3

**CHALLONER, EDWARD**, Morpeth, Cattle Salesman Newcastle on Tyne Pet Sept 3 Ord Sept 3

**COOKE, GEORGE A.**, St. Benet's pl, Gracechurch st, Financial Agent High Court Pet June 4 Ord Sept 3

**DAVENPORT, HENRY**, Ipswich, Licensed Victualler Ipswich Pet Sept 3 Ord Sept 3

**DE MOL, BERNARD**, Plymouth, Livery Stable Keeper East Stonehouse Pet Aug 24 Ord Sept 4

**FEARNE, JOHN**, Crewe, Contractor Crewe Pet Sept 3 Ord Sept 3

**FITZGERALD, ARTHUR SOUTHWELL**, late of Hadlow, Kent, Captain in Essex Regiment High Court Pet July 1 Ord Sept 3

**GIBSON, STEPHEN MADDISON**, Newcastle on Tyne, Publican Newcastle on Tyne Pet Sept 3 Ord Sept 3

**GOLDMAN, HARRY**, Cheetham hill, Manchester, Glass Merchant Manchester Pet Aug 18 Ord Sept 4

**GRANGE, GEORGE**, Sheffield, Currier Sheffield Pet Aug 12 Ord Sept 4

**GREEN, JOHN**, Wolverhampton, Lock Manufacturer Wolverhampton Pet Aug 22 Ord Sept 4

**HASKINS, DANIEL**, Kingwood, Glos, Boot Manufacturer Bristol Pet Aug 20 Ord Sept 3

**HIRST, THOMAS THOMPSON**, late Queen Victoria at Purton Water Factor High Court Pet July 31 Ord Sept 2

**INWOOD, ALEXANDER MATTOCK**, London rd, Southwark, Cheesemonger High Court Pet Aug 15 Ord Sept 2

**JENKINS, WILLIAM**, Charlton st, Hatten Garden, Pork Butcher High Court Pet Aug 28 Ord Sept 2

**KIMBER, ARTHUR**, Waterlooville, Hants, Grocer Portsmouth Pet Sept 3 Ord Sept 3

**KNOWLES, JAMES**, Formby, nr Liverpool, Coal Agent Liverpool Pet Aug 28 Pet Sept 5

**KIRK, WILLIAM**, Brixworth, Northamptonshire, Saddler Northampton Pet Sept 5 Ord Sept 5

**LAVER, HARRY EDWARD**, Chaplin rd, West Ham, Carman High Court Pet Aug 25 Ord Sept 2

**LEWIS, JOHN**, Ffynnydyr, Llangeler, Carmarthenshire, Farmer Carmarthen Pet Sept 3 Ord Sept 3

**MCALISTER, ALEXANDER**, West India Dock rd, Ship Chandler High Court Pet Aug 6 Ord Sept 2

**MELLOR, BENJAMIN**, and **HAYDN MELLOE**, Bradford, Music Sellers Wakefield Pet Sept 3 Ord Sept 4

**METCALFE, CHRISTOPHER**, Loftus in Cleveland, Yorks, Licensed Victualler Stockton on Tees and Middlesbrough Pet Sept 11 Ord Sept 3

**MITCHELL, GEORGE**, Brymbo, nr Wrexham, Collier Wrexham Pet Sept 4 Ord Sept 4

**MOON, HERBERT**, Ilkeston, Caretaker of a Hospital Derby Pet Sept 3 Ord Sept 4

**MUTTON, EMMA**, Shrewsbury, Licensed Victualler Shrewsbury Pet Sept 2 Ord Sept 2

**ORRELL, CLIFFORD STEGGLAID**, Ipswich, Cement Merchant Ipswich Pet Aug 20 Ord Sept 3

**PACE, LOUIS ALBERT**, Leicester, Butcher Leicester Pet Sept 3 Ord Sept 4

**PALMER, GERALD**, King William st, Secretary to a Public Company High Court Pet May 1 Ord Sept 2

**PICKLES, ALFRED**, Regent's pk rd, Hosier Northampton Pet July 9 Ord Aug 10

**POLLARD, JAMES**, Burnley, Cotton Manufacturer Burnley Pet July 25 Ord Sept 3

**REEVE, WILLIAM**, Teddington Park, Gent Kingston, Surrey Pet March 23 Ord Sept 2

**RIGHTON, JOHN LANGFORD**, Cheltenham, Brewer Cheltenham Pet Aug 12 Ord Sept 4

**SALISBURY, ROBERT BELL**, and **MORRIS REID**, High st, Poplar, Bakers High Court Pet July 4 Ord Sept 3

**SCHEYER, SELINA SARAH**, Wallerton rd, St Peter's Park, Widow High Court Pet July 27 Ord Sept 3

**SHORTEN, JOHN HAWKINS**, Brighton, Commercial Traveller Brighton Pet Aug 31 Ord Sept 3

**TRENT, G E P**, Jeremy st, St James's, Colonel High Court Pet July 4 Ord Sept 2

**WILLIAMS, REES**, Pontypridd, Glam, Painter Pontypridd Pet Sept 2 Ord Sept 5

**WILSON, EDWARD**, Victoria st, Westminster High Court Pet July 13 Ord Sept 2

**YARDLEY, JOHN**, Buxton, Joiner Stockport Pet Aug 18 Ord Sept 4

## ADJUDICATION ANNULLED.

**LUNN, WILLIAM HENRY**, Cosham, Hampshire, Grocer Portsmouth Adjud May 23 Annual July 16

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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ANNUAL INCOME EXCEEDS	800,000

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